

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY **RECEIVED**

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ASTRAZENECA AB, :
AKTIEBOLAGET HÄSSLE and :
ASTRAZENECA LP, :
KBI INC. and KBI-E INC., :
v. :
Plaintiffs, :
RANBAXY PHARMACEUTICALS, INC. :
RANBAXY INC. and :
RANBAXY LABORATORIES LTD. :
Defendants. :
-----X

APR 14 2008
AT 8:30 M
WILLIAM T. WALSH
CLERK

Civil Action No. 05-5553 (JAP)
CONSENT ORDER AND
FINAL JUDGMENT

CONSENT JUDGMENT

THIS MATTER having been opened to the Court (Hon. Joel A. Pisano, USDJ) upon the joint application of Plaintiffs AstraZeneca AB, Aktiebolaget Hässle, AstraZeneca LP (hereinafter collectively "AstraZeneca") and Plaintiffs KBI Inc. and KBI-E Inc. (hereinafter collectively "KBI") and Defendants Rambaxy Pharmaceuticals, Inc., Rambaxy Inc. and Rambaxy Laboratories Ltd. (hereinafter collectively "Rambaxy"), for an Order and Final Judgment by Consent; and it appearing that AstraZeneca and KBI, and Rambaxy have agreed to terms and conditions representing a negotiated settlement of this action and have set forth those terms and conditions in a Settlement Agreement, and by their respective undersigned attorneys, hereby stipulate and consent to entry of this judgment and an injunction in this action, and good cause appearing,

IT IS this 14th day of April, 2008

ORDERED, ADJUDGED AND DECREED as follows:

1. This Court has jurisdiction over the subject matter of this action and has personal jurisdiction over the parties.
2. As used in this Consent Judgment, (i) the term "Ranbaxy Product" shall mean a drug product manufactured, used, sold, offered for sale, imported or distributed pursuant to Abbreviated New Drug Application No. 77-830, including but not limited to 20 mg and 40 mg dosage strengths; and (ii) the term "Approved Nexium Product" shall mean any product described in New Drug Application Nos. 21-153 and/or 21-154.
3. Ranbaxy has admitted that AstraZeneca's U.S. Patent Nos. 5,714,504, 5,877,192, 5,948,789, 6,369,085, 6,428,810, and 6,875,872 (the "AstraZeneca Patents") are all enforceable and valid.
4. In any other or future cause of action or litigation, Ranbaxy shall not dispute that the AstraZeneca Patents are enforceable and valid.
5. Ranbaxy has admitted, for itself and its affiliates, that the manufacture, use, sale, offer to sell, importation or distribution of the Ranbaxy Product by or on behalf of Ranbaxy or its Affiliates would infringe United States patent numbers 5,714,504, 5,877,192, 5,948,789, and 6,875,872 pursuant to 35 U.S.C. §§ 271(a), (b) and (c).
6. To the extent that Claims 1 to 6 of the Complaint seek a judgment declaring that the AstraZeneca Patents have been infringed pursuant to 35 U.S.C. § 271(e)(2), those Claims are dismissed without prejudice.

7. Ranbaxy, including any of its successors and assigns, is enjoined until May 27, 2014 from infringing the AstraZeneca Patents, either directly or indirectly, on its own part or through any affiliate, officer, agent, servant, employee or attorney, or through any person in concert or coordination with Ranbaxy, by making, having made, using, selling, offering to sell, importing or distributing of the Ranbaxy Product, or any other product not colorably different therefrom, unless specifically authorized pursuant to the Settlement Agreement.

8. Except as the Parties have provided in their Settlement Agreement, by virtue of this Consent Judgment, all other claims and demands for relief prayed for by AstraZeneca and KBI in this action are deemed to be satisfied.

9. Ranbaxy has agreed that, in the event of breach or violation by Ranbaxy of the terms of this Consent Judgment, jurisdiction and venue for an action for preliminary and permanent injunctions against the breaching conduct exists in this District Court, and Ranbaxy hereby waives any and all defenses based on personal jurisdiction, subject matter jurisdiction and venue.

10. Compliance with this Consent Judgment may be enforced by AstraZeneca and KBI and their successors in interest, or assigns.

11. This Court retains jurisdiction to enforce or supervise performance under this Consent Judgment and the Settlement Agreement.

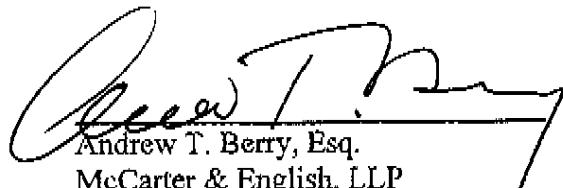
12. Each party shall bear its own costs and attorneys' fees.

Case closed.

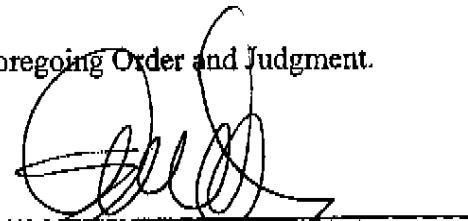


Joel A. Pisano, U.S.D.J.

We consent to the form and entry of the foregoing Order and Judgment.



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